

SUPPLEMENT
AMONG THE
MINISTRY OF DEFENCE OF DENMARK
AND THE
MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY
AND THE
DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA
UNDER THE MEMORANDUM OF UNDERSTANDING
CONCERNING THE COOPERATIVE FRAMEWORK FOR
SYSTEM DEVELOPMENT AND DEMONSTRATION OF THE
JOINT STRIKE FIGHTER

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INTRODUCTION

The Ministry of Defence of Denmark (MOD DE), the Ministry of Defence of the Kingdom of Norway (MOD NO), and the Department of Defense of the United States of America (U.S. DoD), hereinafter referred to as the "Participants":

Recognizing that this Supplement is governed by the Memorandum of Understanding among the Minister of National Defence of Canada, the Ministry of Defence of Denmark, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America concerning the Cooperative Framework for System Development and Demonstration of the Joint Strike Fighter (JSF SDD Framework MOU) and any amendments thereto;

Desiring to improve their mutual conventional defense capabilities through the joint development, sharing and application of emerging technology through full cooperation on technology release throughout the System Development and Demonstration Phase of the JSF Program and any cooperation in subsequent phases;

Having regard to the need of the U.S. Air Force to replace the F-16 and A-10 aircraft, and the needs of the Royal Danish Air Force and the Royal Norwegian Air Force for a JSF Air System to replace the F-16;

Recognizing the contributions that the MOD DE and MOD NO have made to the JSF Program in the JSF Program Concept Demonstration Phase pursuant to the Memorandum of Agreement concerning the JSF Requirements Validation Project of 11 June 1997 among the Chief of Defense, Denmark, Minister of Defense of the Kingdom of the Netherlands, Ministry of Defense of the Kingdom of Norway, and the Department of Defense of the United States of America;

Emphasizing the great importance of the MOD DE and MOD NO participation in the JSF Program to furthering interoperability and coalition warfighting;

Desiring to extend their JSF cooperation into the System Development and Demonstration (SDD) Phase with a view to subsequent cooperation in JSF developmental upgrades, production and support; and

Affirming the importance of involving their industries and research and development organizations in the JSF Program, and recognizing that this Project will enable the Participants to

inform those entities of potential JSF Program participation opportunities;

Have reached the following understandings:

SECTION I

DEFINITIONS OF TERMS AND ABBREVIATIONS

The Participants have jointly decided upon the following definitions for terms used in this Supplement.

JSF Cooperative Project Personnel	MOD DE and MOD NO military members or civilian employees assigned to the JSF Program Office or U.S. DoD field activities who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning or other functions in furtherance of the Project.
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JSF Senior Warfighter Group	The operational community advisory group, chartered to support the JSF Program Office in the SDD Phase, that consists of representatives from the services of the JSF SDD Framework MOU Participants and which meets on an ad hoc basis.
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SECTION II

OBJECTIVES AND SCOPE

2.1. The objective of this Supplement is to establish the detailed provisions concerning the responsibilities and benefits of the Participants under the Project in accordance with paragraph 2.1 of the JSF SDD Framework MOU.

2.2. The U.S. DoD, MOD DE and MOD NO intend to pursue future cooperation in JSF developmental upgrades, production and support under separate arrangements.

2.3. During the JSF SDD Phase, the Participants will design, develop, and qualify the JSF Air System which fulfills the joint Operational Requirements Document (ORD) dated 13 March 2000, and any changes thereto, and is as common as possible to the U.S. JSF Air System within U.S. national disclosure policies.

2.4. In designing, developing, and qualifying the JSF Air System, the Participants will use their best efforts to achieve the level of NATO and coalition interoperability that is required for the Participants to fulfill their operational needs and will institute appropriate processes and measures for this purpose.

2.5. The U.S. DoD will use its best efforts to provide the MOD DE and MOD NO with the opportunity to obtain equipment and systems produced under U.S. DoD programs other than the JSF Program, to the extent that such equipment and systems are needed to meet the JSF Air System performance requirements specified in the joint ORD and further detailed in the JMS.

SECTION III

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

3.1. The JSF SDD Framework MOU established the Executive Committee (EC) and provided that the U.S. DoD EC representative will be the JSF Program Director (or successor in the event of reorganization). The MOD DE EC representative will be the Commander, Air Materiel (or designated successor). The MOD NO EC representative will be the Deputy Commander of the Royal Norwegian Air Force Materiel Command (or successor in the event of reorganization).

3.2. The JSF SDD Framework MOU also provided for plenary EC meetings. The U.S. DoD, the MOD DE and the MOD NO EC representatives will hold semi-annual U.S. DoD-MOD DE-MOD NO-only meetings, if necessary, to address issues of concern to the Supplement; additional meetings will be held at the request of any one of the representatives, giving one month's notice to the others, when appropriate. The Participant hosting the Supplement-specific EC meeting will chair the meeting, unless otherwise mutually determined. In addition to the Supplement-specific EC responsibilities contained in paragraph 4.5 of the JSF SDD Framework MOU, the following EC responsibilities under this Supplement will require unanimous decisions:

3.2.1. Approving the U.S. DoD-MOD DE-MOD NO JSF Program Office Integrated Project Team (IPT) Personnel Description Document (PDD).

3.2.2. Amending Annex A (Supplement Management Structure).

3.3. The U.S. DoD, MOD DE and MOD NO EC representatives will also promptly apprise and consult on any matters that affect the Supplement and resolve any related issues brought forth by the Director, JSF International Directorate (JSF/ID) and the MOD DE and MOD NO National Deputies.

3.4. In addition to the responsibilities related to the Supplement described in paragraph 4.7 of the JSF SDD Framework MOU, the Director, JSF/ID, will be responsible for:

3.4.1. Preparing, in conjunction with the MOD DE and MOD NO National Deputies, a U.S. DoD/MOD DE/MOD NO JSF Program Office IPT PDD for the approval of the U.S. DoD, MOD DE and MOD NO EC members.

3.4.2. Referring to the U.S. DoD, MOD DE, and MOD NO EC members issues related to the Supplement that the Director, JSF/ID cannot resolve.

3.4.3. Accountability to the U.S. DoD, MOD DE, and MOD NO EC members for timely release of Project Information furnished by the US DoD.

3.5. The MOD DE and MOD NO will each provide a National Deputy in accordance with Annex A (Supplement Management Structure), who will be assigned to IPTs within the JSF Program Office. Specific MOD DE and MOD NO National Deputy responsibilities are identified in Section 3.6 below. Specific IPT responsibilities for MOD DE and MOD NO personnel will be identified in the U.S. DoD/MOD DE/MOD NO JSF Program Office IPT PDD. Additionally, Annex B (JSF Cooperative Project Personnel) establishes provisions for the general conduct of MOD DE and MOD NO personnel located in the JSF Program Office. Annex A (Supplement Management Structure) depicts the management structure established for this Supplement.

3.6. In addition to assigned IPT responsibilities, the MOD DE and MOD NO National Deputies will each be responsible for:

3.6.1. Supporting the Director, JSF/ID in the day-to-day administrative management of both the JSF SDD Framework MOU and this Supplement.

3.6.2. Providing day-to-day MOD representation within the JSF Program Office on all matters related to the Project.

3.6.3. Assisting the JSF/ID in developing the Financial Management Procedures Document (FMPD), Project Security Instruction and Classification Guide, and IPT PDD.

3.6.4. Performing other tasks, as may be assigned by the Director, JSF/ID.

3.7. MOD DE and MOD NO military personnel and civilian employees not assigned to the JSF Program Office may attend JSF Program Reviews, Engineering Technical Meetings, and other similar events, subject to the requirements of Section X (Visits to Establishments) of the JSF SDD Framework MOU and subject to the approval of the Director, JSF/ID and the applicable MOD.

3.8. Representatives from the Participants' operational communities will participate in the JSF Senior Warfighter Group.

3.9. The Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, signed on 19 June 1951 (NATO SOFA), will apply pursuant to its terms regarding military members and civilian personnel of a Participant assigned to duty in the territory of another Participant for the purpose of working on this Project.

3.10. In the event external audits concerning the Project are conducted by the supreme audit institutions of the Participants' nations, such reports will be provided by the applicable Participant to the EC representatives of the other Participants.

SECTION IV
FINANCIAL PROVISIONS

4.1. The MOD DE and MOD NO shares of the Financial Cost Target of the Project, as identified in Section V (Financial Provisions) of the JSF SDD Framework MOU, are as follows: MOD DE, \$110 million Then Year U.S. dollars; and MOD NO, \$122 million Then Year U.S. dollars. In no event will the MOD DE or MOD NO share of the Financial Cost Target be increased without the written consent of the applicable MOD EC representative on behalf of that MOD. The U.S. DoD share of the Financial Cost Target is established in Section V (Financial Provisions) of the JSF SDD Framework MOU.

4.2. The MOD DE and MOD NO financial contributions will be made in accordance with the estimated financial schedule in the FMPD.

4.3. The MOD DE and MOD NO non-financial contributions include the following:

4.3.1. MOD DE and MOD NO personnel assigned to the JSF Program Office in accordance with Annex A (Supplement Management Structure).

4.3.2. Engineering and technical services and the use of NATO Air Command and Control System (ACCS)-related items to support the design, development, integration, verification and systems engineering of the command, control, communication, computers, and intelligence (C4I) and interoperability aspects of the JSF Air System. The value of this MOD DE non-financial contribution is \$3 Then Year U.S. dollars, and the value of this MOD NO non-financial contribution is \$3 Then Year U.S. dollars.

4.3.3. A \$12 million (Then Year U.S. dollar) non-financial contribution by the MOD DE consisting of the use of one Royal Danish Air Force F-16 chase aircraft, associated logistics support, and flight crew services to support the JSF flight test activities.

4.4. Exclusive of paragraph 4.3.1, MOD DE and MOD NO financial and non-financial contributions, expressed in Then Year U.S. dollars, are reflected in Table 4-1 below: -

TABLE 4-1:

	FINANCIAL	NON-FINANCIAL	TOTAL
MOD DE	110 M	15M	125 M
MOD NO	122 M	3M	125 M

4.5. On any future sale by the U.S. Government to the Danish or Norwegian Government of the Air System, the U.S. DoD will consider excluding from the price of the Air System all of the U.S. DoD research and development costs incurred for the Air System, provided that the MOD DE or MOD NO, as applicable, does not withdraw from the JSF SDD Framework MOU and this Supplement. In any event, the amount of the MOD DE or MOD NO research and development costs incurred for the JSF Air System will be excluded from the price of any Air System sold by the U.S. Government to the other applicable government. U.S. DoD research and development costs incurred for the Air System will not apply to any Air Systems that may be exported to the MOD DE or MOD NO pursuant to U.S. commercial export licenses in accordance with any future cooperative production arrangements.

4.6. The Participants recognize that pursuant to paragraph 12.7 of the JSF SDD Framework MOU, they will be given the opportunity to receive levies from sales and other transfers to Third Parties of equipment developed under that MOU in order to recoup their investment in the Project.

4.7. In furtherance of the provisions of paragraph 5.11 of Section V (Financial Provisions) of the JSF SDD Framework MOU, and upon mutual agreement, the MOD DE and MOD NO auditors or the DE or NO Supreme Audit Institution auditors may assist the U.S. DoD on any audit elements required to satisfactorily perform the audit. In addition, in the event that the MOD DE and MOD NO auditors or the DE or NO Supreme Audit Institution auditors need to obtain or to inspect specific Project financial data in order to fulfill their national obligations, the U.S. DoD will arrange for access to such specific financial data at mutually agreed times and locations.

SECTION V

CONTRACTING

5.1. Consistent with the Memorandum of Understanding between the Government of Norway and the Government of the United States Concerning the Principles Governing Mutual Cooperation in the Research and Development, Production and Procurement of Defense Equipment of 19 May 1978, as amended, and the Memorandum of Understanding between the Government of the Kingdom of Denmark and the Government of the United States Concerning the Principles Governing Mutual Cooperation in the Research, Development, Production, Procurement, and Logistic Support of Defense Equipment of 30 January 1980, as amended, and in recognition of the importance of industrial participation in all Participants' countries, full consideration will be given to all qualified sources.

5.2. In order for MOD DE and MOD NO to assure themselves that subcontracting competitions are conducted fairly and provide best value, the U.S. DoD will provide the MOD DE and MOD NO with insight into the subcontracting for the Project via IPT participation, attendance at Program Management Reviews, and access to the JSF Program Office electronic network.

SECTION VI

DISCLOSURE AND USE OF PROJECT INFORMATION

6.1. In accordance with paragraph 8.1.2 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU, the following disclosure limitations will apply to this Supplement: The U.S. DoD will not disclose Project Information contrary to its national disclosure policies.

6.2. In keeping with the provisions for maximizing Project Information disclosure within national disclosure policies, as contained in paragraph 8.1.2 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU, the U.S. DoD will use its best efforts to ensure that the MOD DE and MOD NO receive all of that Project Information acquired in the implementation of Section III (Scope of Work) of the JSF SDD Framework MOU which is necessary to operate and support the MOD DE and MOD NO JSF Air Systems.

6.3. In accordance with paragraph 8.1.3 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU, the extent and manner to which the MOD DE and MOD NO will be given access to electronically provided Project Foreground Information are as follows: The MOD DE and MOD NO will have timely access to such electronic data to the extent consistent with the disclosure limitations in paragraph 6.1 of this Supplement.

6.4. Paragraphs 8.2.2, 8.4.2, and 8.5.2 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU require that each Supplement specify the purposes for which each Participant other than the U.S. DoD may use or have used Government Project Foreground Information, Contractor Project Foreground Information, and Contractor Project Background Information delivered under Contracts awarded in accordance with the JSF SDD Framework MOU, respectively. For the MOD DE and MOD NO, those purposes will be Project purposes.

6.5. Paragraph 8.8.2 and 8.8.6 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU require each Supplement to specify the purposes for which a Participant other than the U.S. DoD may practice or have practiced Project Inventions for which a Contractor or a Participant, respectively, grants a license under its Patents. For the MOD DE and MOD NO, those purposes will be Project purposes.

SECTION VII

SECURITY

7.1. All Classified Information or material provided or generated pursuant to this MOU will be stored, handled, transmitted, and safeguarded in accordance with the following agreements, as appropriate: the General Security of Military Information Agreement between Denmark and the United States of America, of 27 February 1981; the Industrial Security Agreement between Denmark and the United States of America, of 24 April 1981; the General Security of Information Agreement between Norway and the United States, of 26 February 1970, as amended 27 September 1984; and the Industrial Security Agreement between Norway and the United States of America, of 24 October 1984.

7.2. The existence of this Supplement is UNCLASSIFIED and the contents are UNCLASSIFIED.

SECTION VIII

LIABILITY AND CLAIMS

8.1. The NATO SOFA will apply pursuant to its terms in matters of liability arising out of, or in connection with, activities carried out in the performance of official duty in the execution of the JSF SDD Framework MOU and its Supplements.

SECTION IX

AMENDMENT, ENTRY INTO EFFECT, AND DURATION

9.1. This Supplement may be amended in accordance with Section XVIII (Amendment, Withdrawal, Termination, Entry into Effect, and Duration) of the JSF SDD Framework MOU.

9.2. The Participants recognize that, based upon the insight provided under paragraph 5.2 of this Supplement, the MOD DE and MOD NO intend to evaluate, twelve (12) months after this Supplement enters into effect and periodically thereafter, whether subcontracting competitions for the Project are being conducted fairly. If MOD DE or MOD NO concludes that subcontracting competitions are not being conducted fairly, the MOD DE or MOD NO may withdraw from the JSF SDD Framework MOU and this Supplement.

9.3. This Supplement, which consists of nine (9) Sections and two (2) Annexes, will enter into effect on the date upon which both of the following circumstances have occurred: this Supplement has been signed by the U.S. DoD and at least one other Participant, and a JSF SDD Framework MOU amendment to add that other Participant has entered into effect. In the event that this Supplement enters into effect with only the U.S. DoD and one other Participant, the third Participant will have no rights or responsibilities under this Supplement, and the U.S. DoD and the other signatory Participant will have no responsibilities or rights in regard to the third Participant, until such time as a JSF SDD Framework MOU amendment has entered into effect to add the third Participant, and the third Participant has signed this Supplement. In the event that all three of the Participants have not signed this Supplement within one hundred and eighty (180) days after it enters into effect, the signatory Participants will immediately consult in order to negotiate an amendment for those changes necessary to make this Supplement bilateral.

9.4. This Supplement will remain in effect for the duration of the JSF SDD Framework MOU, unless terminated earlier by the Participants.

The foregoing represents the understandings reached among the Ministry of Defence of Denmark, the Ministry of Defence of the Kingdom of Norway, and the Department of Defense of the United States of America upon the matters referred to therein.

Signed, in triplicate, in the English language by authorized representatives.

FOR THE MINISTRY OF
DEFENCE OF DENMARK


Signature


Jørgen Hansen-Nord
Name

Deputy Permanent
Secretary of State for
Defence
Title

28 May 2002
Date

Washington, D.C.
Location

FOR THE MINISTRY OF
DEFENCE OF THE KINGDOM OF
NORWAY


Signature

Leif Lindback
Name

Director General,
Department of Defence Resources
Title

20 June 2002
Date

Washington, D.C.
Location

FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED STATES
OF AMERICA


Signature

E. C. Aldridge, Jr.
Name

USD(AT&L)
Title

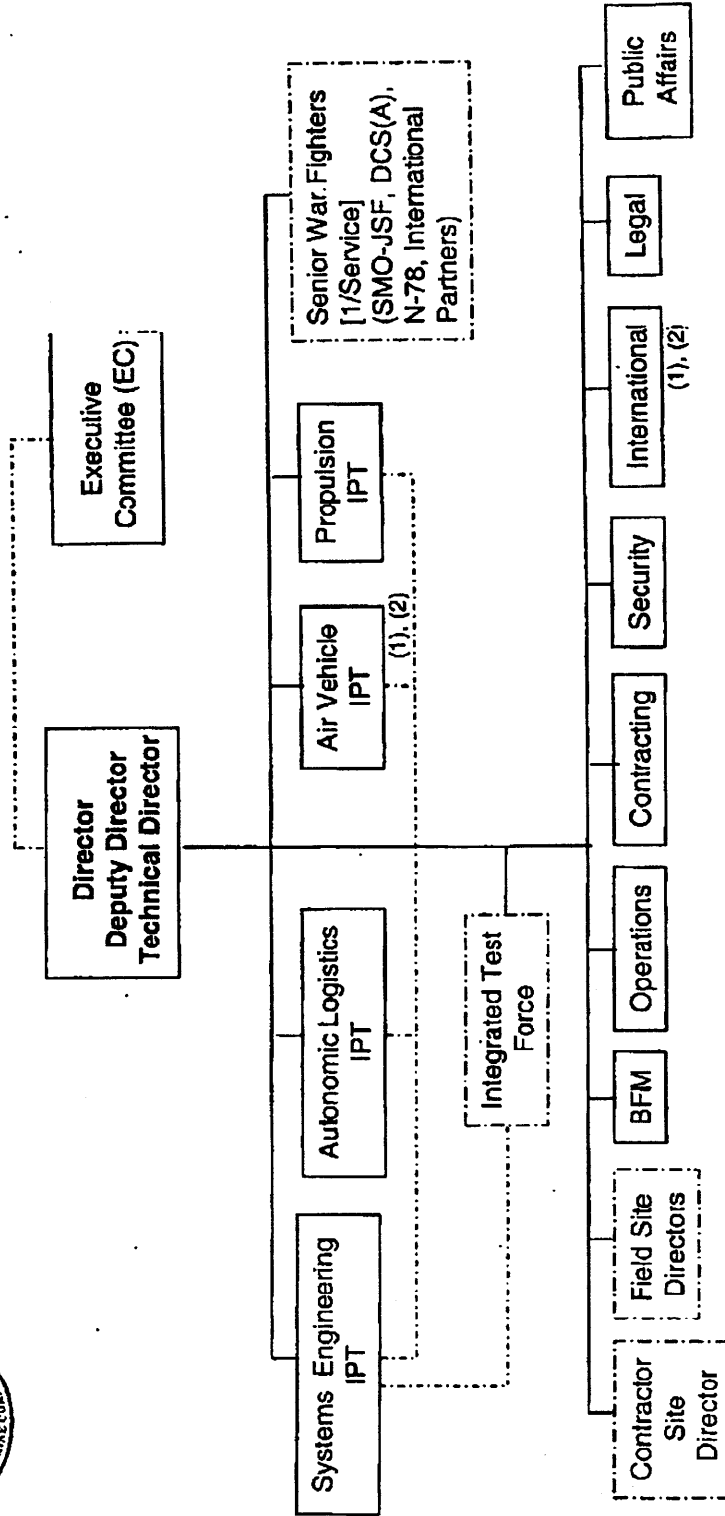
28 May 2002
Date

Washington, D.C.
Location



Annex A

Supplement Management Structure



Not co-located with
main office

Note (1): Coalition Warfare/C4I Support Officer (DE National Deputy)
 (2): Coalition Warfare/C4I Support Officer (NO National Deputy)

Notes (1) and (2) indicate DK and NO Cooperative Personnel (GPP)

ANNEX B
JSF COOPERATIVE PROJECT PERSONNEL

1.0. Purpose and Scope.

1.1. This Annex establishes the provisions which will govern the conduct of JSF Cooperative Project Personnel. The MOD DE and the MOD NO will assign military members or civilian employees to the JSF Program Office and U.S. DoD field activities in accordance with Section III (Management (Organization and Responsibility)), Annex A (Supplement Management Structure) and this Annex. JSF Cooperative Project Personnel must be able to perform all the responsibilities for the positions assigned to them under this Supplement. Commencement of assignments will be subject to any requirements that may be imposed by the U.S. DoD or the U.S. Government regarding acceptance of JSF Cooperative Project Personnel, such as, but not limited to, visas and visit request documentation. The U.S. DoD, MOD DE, and MOD NO EC representatives will determine the length of tour for the positions at the time of initial assignment.

1.2. JSF Cooperative Project Personnel will be assigned to the JSF Program Office or U.S. DoD field activities for Project work and will report to their designated supervisor within those organizations regarding that work. JSF Cooperative Project Personnel will not act as liaison officers for the MOD DE or the MOD NO. However, such personnel, when duly authorized, may act from time to time on behalf of the MOD DE's or the MOD NO's EC representative.

1.3. JSF Cooperative Project Personnel will not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the U.S. Government.

2.0. Security.

2.1. The U.S. DoD, MOD DE, and MOD NO EC representatives will establish the maximum level of security clearance required to permit JSF Cooperative Project Personnel to have access to Classified Information and Material, and facilities in which Classified Information and Material are used, in accordance with the Program Security Instruction (PSI) and Classification Guide (CG). Access to Classified Information and Material and facilities in which Classified Information and Material are used will be consistent with, and limited by, Section II (Objectives) and Section III (Scope of Work) of the JSF SDD Framework MOU and the corresponding provisions of this Supplement, and will be kept to the minimum required to accomplish the work assignments.

2.2. The MOD DE and the MOD NO will cause security assurances to be filed, through the DE and NO Embassies, as appropriate, specifying the security clearances for the JSF Cooperative Project Personnel being assigned. The security assurances will be prepared and forwarded through prescribed channels in compliance with established U.S. procedures.

2.3. The Participants will use their best efforts to ensure that U.S. DoD, MOD DE, and MOD NO personnel assigned to the JSF Program Office or U.S. DoD field activities are aware of, and comply with, applicable laws and regulations pertaining to Controlled Unclassified Information and Classified Information and Material as well as the requirements of Section IX (Controlled Unclassified Information), Section X (Visits to Establishments), Section XI (Security), and paragraph 18.7 of Section XVIII (Amendment, Withdrawal, Termination, Entry into Effect, and Duration) of the JSF SDD Framework MOU and the corresponding provisions of this Supplement, and the PSI and CG. Prior to commencing assigned duties, JSF Cooperative Project Personnel, as required by U.S. Government laws, regulations, or procedures, will sign a certification concerning the conditions and responsibilities of CPP.

2.4. JSF Cooperative Project Personnel will at all times be required to comply with the security and export control laws, regulations and procedures of the U.S. Government. Any violation of security procedures by JSF Cooperative Project Personnel during their assignment will be reported to the applicable MOD for appropriate action. JSF Cooperative Project Personnel committing willful violations of security and export control laws, regulations, or procedures during their assignments will be withdrawn from the Project with a view toward appropriate administrative or disciplinary action by the applicable MOD.

2.5. All Classified Information and Material made available to JSF Cooperative Project Personnel will be considered as Classified Information and Material furnished to the applicable MOD and will be subject to all of the provisions and safeguards provided for in Section XI (Security) of the JSF SDD Framework MOU, Section VI (Security) of this Supplement, and the PSI and the CG.

2.6. JSF Cooperative Project Personnel will not have personal custody of Classified Information and Material or Controlled Unclassified Information, unless approved by the JSF Program Office and as authorized by the applicable MOD on a case-by-case basis. They will be granted access to such Information and material in accordance with Section IX (Controlled Unclassified Information) and Section XI (Security) of the JSF

SDD Framework MOU and the provisions of the PSI during normal duty hours and when access is necessary to perform Project work.

2.7. JSF Cooperative Project Personnel will not serve as a conduit between the U.S. DoD and MOD DE or MOD NO for requests for and/or transmission of Classified Information and Material or Controlled Unclassified Information unless specifically authorized by the PSI.

3.0. Administrative Matters.

3.1. Consistent with U.S. laws and regulations, JSF Cooperative Project Personnel will be subject to the same restrictions, conditions, and privileges as U.S. DoD personnel of comparable rank and in comparable assignments. Further, to the extent authorized by U.S. laws and regulations, JSF Cooperative Project Personnel and their authorized dependents will be accorded:

3.1.1. Exemption from any U.S. Government tax upon income received from the applicable MOD.

3.1.2. Exemption from any U.S. Government customs and import duties or similar charges levied on items entering the country for their official or personal use, including their baggage, household effects, and private motor vehicles.

3.2. Upon or shortly after arrival, JSF Cooperative Project Personnel will be informed by the JSF Program Office or U.S. DoD field activities about applicable laws, orders, regulations, and customs and the need to comply with them. JSF Cooperative Project Personnel will also be provided briefings arranged by the JSF Program Office or U.S. DoD field activities regarding applicable entitlements, privileges, and obligations such as:

3.2.1. Any medical and dental care that may be provided to JSF Cooperative Project Personnel and their dependents at U.S. DoD medical facilities, subject to applicable laws and regulations, including reimbursement requirements.

3.2.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters and clubs for JSF Cooperative Project Personnel and their dependents, subject to applicable laws and regulations.

3.2.3. Responsibility of JSF Cooperative Project Personnel and those dependents accompanying them to obtain motor vehicle liability insurance coverage in accordance with laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by JSF

Cooperative Project Personnel and their dependents, the recourse will be against such insurance.

3.3. The JSF PD, through the JSF Program Office and U.S. DoD field activities, will establish standard operating procedures for JSF Cooperative Project Personnel in the following areas:

3.3.1. Working hours, including holiday schedules.

3.3.2. Leave authorization, consistent to the extent possible with the military or civilian personnel regulations and practices of the U.S. DoD and the applicable MOD.

3.3.3. Dress regulations, consistent to the extent possible with the military or civilian personnel regulations and practices of the U.S. DoD and the applicable MOD.

3.3.4. Performance evaluations, recognizing that such evaluations must be rendered in accordance with the applicable MOD's military or civilian personnel regulations and practices.

3.4. JSF Cooperative Project Personnel committing an offense under the laws of the government of the U.S. DoD or the applicable MOD may be withdrawn from this Project with a view toward further administrative or disciplinary action by the applicable MOD. Disciplinary action, however, will not be taken by the U.S. DoD against JSF Cooperative Project Personnel, nor will JSF Cooperative Project Personnel exercise disciplinary authority over U.S. DoD personnel. In accordance with U.S. laws, regulations, and procedures, the U.S. DoD will assist the MOD DE and the MOD NO in carrying out investigations of offenses involving JSF Cooperative Project Personnel.